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Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

MICHAEL R. MARCUS and VICTORIA L.
MARCUS,

Plaintiffs,

vs.

AIR & LIQUID SYSTEMS CORPORATION,
et al.,

Defendants.

Case No.: 4:22-cv-09058-HSG

[Alameda County Superior Court Case No.:
22CV021840]

**PROVISIONAL STIPULATION OF
DISMISSAL WITH PREJUDICE:
PLANT PRODUCTS & SUPPLY
COMPANY; ORDER**

Courtroom: 02, 4th Floor

District Judge: Hon. Haywood S. Gilliam Jr.

Filed in State Court: November 15, 2022

Removed to NDCA: December 21, 2022

Trial Date: September 9, 2024.

1 **TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that, pursuant to Federal Rule of Civil Procedure Section
3 41(a)(1)(A)(i)(ii), Plaintiffs Michael R. Marcus and Victoria L. Marcus (“Plaintiffs”) and
4 PLANT PRODUCTS & SUPPLY COMPANY (“Defendant”) hereby stipulate as follows:

5 1. On November 15, 2022, Plaintiffs filed their Complaint for Personal Injury and Loss
6 of Consortium – Asbestos in the Superior Court of the State of California, County of Alameda
7 Case No. 22CV021840.

8 2. On December 21, 2022, the above action was removed to the United States District
9 Court, Northern District of California, Case No. 4:22-09058.

10 3. On August 21, 2024, Plaintiffs and Defendant reached an agreement of all claims in
11 this action.

12 4. The terms of settlement are not yet perfected, but Plaintiffs and Defendant agree that
13 this matter should not be litigated due to the agreed-upon resolution.

14 Based on the foregoing facts, Plaintiffs and Defendant stipulate and agree to the
15 following:

16 This Court should conditionally dismiss this Action in its entirety against PLANT
17 PRODUCTS & SUPPLY COMPANY, only, with prejudice. As the terms of settlement are not
18 yet perfected, this Court will retain jurisdiction over the matter for sixty (60) days.

19
20 DATED: September 12, 2024

Maune Raichle Hartley French & Mudd LLC

21 By: 
22 _____

Rabiah N. Oral
Attorney for Plaintiffs

1 DATED: September 12, 2024

BERKES CRANE SANTANA & SPANGLER LLP

2 By: Viiu Spangler

3 Viiu Spangler

4 K. Lynn Finateri Silbiger

5 Rebecca A. Bellow

6 Attorneys for Intervenor Insurers on Behalf
of Their Suspended Insured Plant Products
& Supply Company

7 **LOCAL RULE 5-1(i)(3) SERVICE AND FILING OF PLEADINGS AND OTHER**
8 **PAPERS**

9 In accordance with L.R5-1(i)(3), I, Rabiah N. Oral, attest that all signatories identified
10 above, and on whose behalf the filing is submitted, concur in the filing's content and have
11 authorized the filing.

12 DATED: September 12, 2024

By: 

13 Rabiah N. Oral, Esq.

14 Attorney for Plaintiffs


ORDER

Having read and considered the foregoing stipulation of parties, and good cause appearing:

PURSUANT TO STIPULATION, IT IS SO ORDERED that PLANT PRODUCTS & SUPPLY COMPANY, only, is conditionally dismissed with prejudice from this Action in its entirety. Perfection of the terms of the settlement is to be completed within 60 days of this signed Order. The Court shall retain jurisdiction for 60 days from the date of this signed Order.

IT IS SO ORDERED.

DATED: 9/13/2024


Hon. Haywood S. Gilliam, Jr.
UNITED STATES DISTRICT COURT JUDGE